



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code ANNSIPP558		SC	Dent. MLH	A	Contract Number	
County Department Behavioral Health			Dept. MLH	Orgn. MLH	Contractor's License No.		
County Department Contract Representative Johnnetta Gibson			Telephone (909) 387-7747		Total Contract Amount \$255,500		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date July 1, 2003	Contract End Date June 30, 2004	Original Amount \$255,500		Amendment Amount	
Fund AAA	Dept. MLH	Organization MLH	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 10092829	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name Negotiated Rate Amount			Estimated Payment Total by Fiscal Year				
Specialized Board and			FY 03/04	Amount \$255,500	I/D	FY	Amount
Care Services							
Contract Type – 2(b)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name **ASC Treatment Group**
aka Anne Sippi Clinic

Address
2457 Endicott Street

Los Angeles, CA 90032

Telephone **(323) 227-5252** Federal ID No. or Social Security No.

hereinafter called **Contractor**

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain mental health services; and,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions as follows:

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- Schedule A - FY 2003/2004 Negotiated Rate Amount Planning Estimates
- Addendum I - Service(s) Description
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I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, Department of Behavioral Health (DBH), herein after referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

- A. Contractor shall provide five (5) dedicated beds of specialized intensive residential board and care services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- B. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.

2. The Contractor will make an effort to gather demographic information on its service area for service planning.
 3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
 4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
 5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- C. If, for any reason, information in Addendum I conflicts with the basic agreement, then information in Addendum I shall take precedence.

IV Funding

The maximum financial obligation of the County under this agreement shall not exceed the sum of Two Hundred Fifty Five Thousand Five Hundred Dollars (\$255,500).

V Payment

- A. During the term of this agreement the County shall make interim payments to Contractor on a monthly basis, in arrears, at a negotiated rate of One Hundred Forty Dollars (\$140.00) per bed day utilized up to \$21,292.00 which is one twelfth (1/12) of the maximum contract obligation.
- B. Contractor shall bill the County Project Liaison monthly in arrears on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for reimbursement shall be completed and forwarded to the County Project Liaison within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the negotiated amount set out in Article V, Paragraph A., above.

VI Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XV Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If a post contract service audit finds that units of service paid for by County were not performed in accordance with this agreement, the Contractor shall reimburse the County on demand for such invalid units of service at the negotiated amount set forth in Article V Payment, Paragraph A. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement.
 - 3. Credit on future billings.

VII Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:

1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or
 3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: VIII Personnel, IX Licensing and Certification, or XVIII Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

VIII Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IX Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

X Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions (including County approved additions or revisions) contained in State Department of Mental Health Contract Policy Letters which are included as a part of this contract by this reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any policy letter provisions, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. If for any reason, information in the State Department of Mental Health Contract Policy Letters conflicts with this agreement, then information contained in the Policy Letters shall take precedence.

XI Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5
- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that

performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

XII Patient's Rights

Contractor shall take all appropriate steps to fully protect patient's rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XIII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XIV Admission Policies

Contractor shall develop patient/client admission policies which are in writing and available to the public.

XV Medical Records

A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

XVI Quality Assurance

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

XVII Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

XVIII Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.
- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - 1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
 4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of

performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XIX Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

XX Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI Conclusion

- A. This agreement consisting of thirteen (13) pages, Schedule A, Addendum I, Attachment I, and Attachment II, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE
SCHEDULE "A" PLANNING ESTIMATES
FY 2003 - 2004**

SCHEDULE A

Page 1 of 1

Prepared by: Sonya Wiley
Title: Fiscal Clerk II

Contractor Name: ASC Treatment dba Anne Sippi

Address: 2457 Endicott Street

Los Angeles, CA 90032

Date Form Completed: 5/28/2003

		PROVIDER NUMBER	36AR						
LINE		MODE OF SERVICE	5						TOTAL
#		SERVICE FUNCTION	65						
EXPENSES									
1		SALARIES							0
2		BENEFITS							0
3		OPERATING EXPENSES							0
4		TOTAL EXPENSES (1+2+3)							0
AGENCY REVENUES									
5		PATIENT FEES							0
6		PATIENT INSURANCE							0
7		MEDI-CARE							0
8		GRANTS/OTHER							0
9		TOTAL AGENCY REVENUES (5+6+7+8)							0
10		CONTRACT AMOUNT (4-9)	255,500						255,500
11		TOTAL CONTRACT UNITS	1,825						1,825
12		CONTRACT MONTHS	12						
13		RATE PER UNIT (10 / 11)	140						
14		UNITS PER MONTH (11 / 12)	152						152
15		MONTHLY AMOUNT (13 * 14)	21,292						21,292

APPROVED:

_____	_____
PROVIDER AUTHORIZED SIGNATURE DATE	CONTRACTS MANAGEMENT DATE DBH PROGRAM MANAGER DATE

**COUNTY OF SAN BERNARDINO STANDARD CONTRACT
SPECIALIZED BOARD AND CARE SERVICES
SERVICE(S) DESCRIPTION**

July 1, 2003--June 30,2004

Program Site: **Anne Sippi
Board and Care Facility
2457 Endicott Street
Los Angeles, CA 90032**

I. Definition Of Recovery, Wellness, and Discovery and Rehabilitative Mental Health Services

Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. Program Description

The Contractor will provide up to 1,825 patient days using the Mental Health Recovery, Wellness, and Discovery approach to be paid on a negotiated rate basis for very regressed and acting out clients who are discharged/diverted from State Hospitals. The Department of Behavioral Health (DBH) Adult System of Care (ASOC) Clinic Supervisor or designee will conduct admissions based upon

admission criteria and discharges based upon discharge criteria and will approve the treatment to be provided each client.

This program will provide services for patients who carry an Axis I major mental health diagnosis, i.e., schizophrenia or mood disorders and may also carry a diagnosis of alcohol/substance abuse. Contractor will provide daily individual, group therapy, milieu therapy and structured activities.

III. Admission Criteria

- A. Client must be a San Bernardino County resident.
- B. Client must be between 18-59 years of age.
- C. Client's legal status will be public or private conservatorship or voluntary.
- D. Client will have the ability to pay for services, including medical insurance.
- E. Clients who are discharged/diverted from a State Hospital or Institute for Mental Disease (IMD) facility.
- F. Behaviors that are so severe and/or frequent that would often times require a locked setting and extra staff. Behaviors may also include but are not limited to any of the following:
 - 1. Suicidal ideation or recent suicide attempt.
 - 2. Poor impulse control.
 - 3. Responds to auditory hallucinations or delusions.
 - 4. Frequent episodes of yelling, screaming, verbal hostility.
 - 5. Bizarre behaviors.
 - 6. Resists medication.
 - 7. Gross confusion/disorientation.

IV. The Contractor shall:

- A. Provide for the use of up to 1,825 patient days paid on a negotiated rate basis for patients at Anne Sippi Clinic – Board and Care including all residential and treatment services as specified by federal, state, and local regulations.

ADDENDUM I

- B. Evaluate clients referred to the facility who meet target population criteria. Under this contract, clients will be admitted only by the ASOC Clinic Supervisor or designee. Clients may come from State Hospitals, county/ private acute, sub-acute, IMD facilities or other resources deemed appropriate by the ASOC Case Manager.
- C. As a licensed Board and Care, comply with the statutory and regulatory requirements of the State's Community Care Licensing Division.
- D. Provide all necessary transportation for clients.
- E. Develop and maintain an ongoing environment conducive to the total care and treatment of persons who are mentally ill. Develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and house appearance.
- F. Work cooperatively with County staff and with Assertive Community Treatment (ACT) staff in placing clients in other community care facilities.
- G. Provide appropriate office space for County and ACT staff to interview clients at the facility.
- H. Provide for admission capabilities from 8:00 a.m. through 7:00 p.m., Monday through Friday.
- I. Provide discharged clients with two weeks of medications or with enough medications to last the client until his/her first outpatient medication appointment.
- J. Notify designated ASOC staff within two hours by telephone and within one working day in writing, of any change in census or discharges, i.e., transfers to acute psychiatric or medical hospitals, AWOLs or AMA discharges by voluntary patients.
- K. Anne Sippi Clinic will provide psychiatrist time and services regarding conservatorship issues. This includes the filing of annual re-establishment of conservatorship court documents, LPS Conservatorship Court appearances and testimony as requested by the DBH. The psychiatrist is to provide medical and psychiatric records as required for all Court appearances.
- L. Take appropriate steps to avoid readmission of DBH clients to an acute level of psychiatric care.
- M. The Contractor shall send the ASOC Clinic Supervisor or designee a copy of State's Community Care licensing annual audit results within 60 days of the exit interview.

- N. Coordinate a discharge plan with the ASOC Clinic Supervisor or designee. This includes discharge with two weeks of medications released to a qualified person who is assisting the patient after discharge. This may include the client's family, case manager or any other professional caregiver.
- V. The Department of Behavioral Health shall do the following for all clients referred/diverted from acute psychiatric care, State Hospitals and IMDs prior to admission to the Contractor's facility:
 - A. Conduct pre-admission screening and financial assessment.
 - B. Attempt to secure Medi-Cal Proof of Eligibility (POE), financial and legal papers when client is receiving benefits.
 - C. Transport clients from DBH facilities to Contractor's facility after pre-admission screening.
 - D. Monitor the Contractor to ensure compliance with program goals and objectives, during the annual program review.
 - E. Ensure that patient days and services reported to DBH are supported by client records.
 - F. Provide case management, placement, admission, discharge and after care services for all clients, which include evaluation and assessment for psychological, medical and financial appropriateness prior to admission.
 - G. Take appropriate steps to avoid readmission of DBH clients to an acute level of care of psychiatric care.
- VI. Discharge Criteria
 - A. It is mandated by the State of California that San Bernardino County DBH place clients in the least restrictive level of care possible. Therefore, once a client is placed in the Anne Sippi Clinic, the client will be worked through the program as quickly as possible. Determination regarding when a client will be moved to a lower level of care will be made by the ASOC Clinic Supervisor or designee per specified criteria contained in this section.

Services which will be available to discharged clients will include but will not be limited to the following: residential treatment centers, the Assertive Community Treatment program, drug and alcohol treatment, Board and Care and outpatient mental health services. These services will be accessible through the client's ASOC Case Manager at the time of discharge.
 - B. The following is a list of discharge criteria.

1. Discharges that the ASOC Case Manager deems appropriate for one or more of, but not limited to, the following reasons:
 - a. Client is compliant with medication regimen.
 - b. Client is able to discuss and is involved in the formulation of discharge plans.
 - c. Client is accepting of outpatient treatment.
 - d. Client's level of psychosis or behavior will not hinder client's ability to function at a lower level of care.
 - e. Client has been in treatment and has little potential for continual progress,
 - f. Client is resistive to Anne Sippi's treatment and/or the client's needs can be provided at a lower level of care.
 - g. Client is in need of a higher level of care.
2. Court ordered discharges.
3. Discharges requested by either the Public or Private conservator.
4. Discharge requested by a voluntary client.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

INFORMATION SHEET

(one Information Sheet per Clinic)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name (If Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DBH INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		Myron Hilliard, Accounting Tech 909-387-7592 E-Mail: mhilliard@dbh.sbcounty.gov Doug Moore, Staff Analyst II 909-387-7589 E-Mail: dmoore@dbh.sbcounty.gov Patty Glas, Admin Supervisor II 909-387-7170 E-Mail: pglas@dbh.sbcounty.gov Unit Fax #: 909-387-7593	

DBH Program Contacts:

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